

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caremark RX, L.L.C.		12/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CVS Pharmacy, Inc.		
Street Address:	One CVS Drive		
City:	Woonsocket		
State/Country:	RHODE ISLAND		
Postal Code:	02895		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646276	CAREMARK	
CORRESPONDENCE DATA			
Fax Number:	(888)325-9049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	401-276-6405		
Email:	swiggins@eapdlaw.com, jottaviani@eapdlaw.com		
Correspondent Name:	John E. Ottaviani		
Address Line 1:	P.O. Box 130		
Address Line 2:	F.D.R. Station		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	40510.82946		
NAME OF SUBMITTER:	John E. Ottaviani		
Signature:	/jeo/		

CH \$40.00 2646276

Date:

11/05/2008

Total Attachments: 9

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CONTRIBUTION AGREEMENT

This Agreement is entered into as of December 31, 2007, by and between CAREMARK RX, L.L.C., a Delaware limited liability company ("Subsidiary"), and CVS PHARMACY, INC., a Rhode Island corporation ("Company").

RECITALS

WHEREAS, Company is implementing a reorganization of numerous direct and indirect subsidiaries in order to generate economic and operational efficiencies in its business (the "Reorganization"), which Reorganization will include the merger of several of its direct and indirect subsidiaries into Company and into other direct or indirect subsidiaries of Company; and

WHEREAS, in connection with the Reorganization, the Subsidiary has authorized the contribution to Company of all of Subsidiary's right, title and interest in the Contributed Assets (as defined herein) pursuant to prior written consent of the Sole Member of Subsidiary.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Subsidiary hereby contributes, assigns, transfers, conveys and delivers to Company, and Company hereby accepts and takes from Subsidiary, all of Subsidiary's right, title and interest in and to the Contributed Assets, effective as of December 31, 2007 (the "Closing Date"). "Contributed Assets" means all of the trademarks listed on the attached Exhibit "A".

2. Representations, Warranties and Covenants of Subsidiary.

Subsidiary represents, warrants and covenants to Company that:

(a) Subsidiary is a limited liability company, duly organized, validly existing and in good standing in the State of Delaware.

(b) Subsidiary has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(c) This Agreement and the other documents entered into by Subsidiary in connection herewith each constitutes valid and binding obligations of Subsidiary, enforceable against Subsidiary in accordance with its terms.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement do not constitute, and with the passage of time will not constitute, a default under any term or provision of its certificate of formation, operating agreement,

or any applicable law, regulation, rule, court order, judgment or material agreement to which the Subsidiary is a party or by which it or any of the Contributed Assets are bound or subject.

(c) To the best of Subsidiary's knowledge, there are (i) no pending or threatened suits or proceedings, at law or in equity, or before or by any governmental agency or arbitrator which could reasonably be expected to have a material adverse effect on the Contributed Assets taken as a whole, and (ii) no actions or investigations pending against Subsidiary under which Subsidiary would be prevented from the consummation of the contribution contemplated herein.

3. Representations, Warranties and Covenants of Company.

Company represents, warrants and covenants to Subsidiary that:

(a) Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) This Agreement constitutes valid and binding obligations of Company, enforceable against Company in accordance with its terms.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement do not constitute, or with the passage of time will not constitute, a default under any material agreement to which the Company is a party or by which it is bound.

4. Further Assurances and Instruments. From time to time after the Closing Date, Subsidiary and Company shall, without further consideration, execute, acknowledge, and deliver to the other such further instruments of assignment, transfer and conveyance and take such other actions as either party may reasonably request to assure the nature of the transaction contemplated under this Agreement. Subsidiary hereby constitutes and appoints Company, effective on the Closing Date, its successors and assigns, the true and lawful attorney of Subsidiary in the name of Subsidiary or in its own name acting for the benefit of Subsidiary to take all action that Company may reasonably deem proper in order to provide Company the benefits of the Contributed Assets.

5. General Provisions.

(a) No Waiver. Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

(b) Notice. Any notice, delivery or other communications required or permitted under this Agreement shall be given in writing by postage prepaid, United States first class, registered or certified mail, return receipt requested, or by mutually recognized carrier, to the parties at the following addresses. Notice shall be effective upon receipt.

If to Subsidiary:

Caremark Rx, L.L.C.
One CVS Drive
Woonsocket, RI 02895

If to Company:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895

(c) Miscellaneous. This Agreement (i) shall be governed by and construed in all respects under the laws of the State of Delaware, without application of principles of conflicts of law and legal action brought hereunder shall be brought in courts, federal or state, in the State of Delaware and the parties agree to the jurisdiction of such courts; (ii) constitutes the entire agreement of the parties with respect to its subject matter superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between the parties in such respect; (iii) may be amended, modified, or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed by both parties of this Agreement; (iv) may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction of this Agreement; (vi) shall bind and inure to the benefit of the parties and their successors and assigns, except that no party may delegate any of its obligations under this Agreement or assign this Agreement, without the prior written consent of the other party; and (vii) all Schedules and Exhibits attached to this Agreement are made a part hereof as though fully set forth herein.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CAREMARK RX, L.L.C.

By: CVS Pharmacy, Inc.
Its Sole Member

By: 

Thomas S. Moffatt
Assistant Secretary


CVS PHARMACY, INC.

By: 

Thomas S. Moffatt
Assistant Secretary



EXHIBIT A

TRADEMARKS
ADVP MANAGEMENT, L.P.

Word Mark	Serial Number	Reg. Number	Reg. Date (or file date, if pending)	Status	How to Use	Goods and Services	Owner	Next Action (if known)
ADVANCE GENERICS	76466545	2985786	August 16, 2005	REGISTERED	AdvanceGenerics®	Providing drug utilization review services. Providing cost management program, svcs for health benefit plans of others. Health benefit management svcs: negotiating reductions in/managing costs for pharmaceuticals. Administration of drug utilization review program for health benefit plans, their members. Prescription drugs claims processing svcs.	ADVP Management, L.P.	Renewal Due: 08/16/2011
BEST PRICE	75186242	2106066	October 14, 1997	REGISTERED	Best Price®	Administration of prescription drug healthcare plans for benefit plan providers, their members. Prescription management in healthcare field for benefit plan providers, their members.	ADVP Management, L.P.	Renewal Due: 04/14/2008
BUILDING BETTER HEALTH	75882920	2452826	May 22, 2001	REGISTERED	Building Better Health®	Computerized on-line retail pharmacy, drugstore svcs. Provide healthcare info by means of a global computer network.	ADVP Management, L.P.	Renewal Due: 08/24/2011
CME DIRECT	76327765	2703169	April 1, 2003	REGISTERED	CME Direct®	Educational svcs: provide interactive source of instruction in healthcare, medical, pharmaceutical field for physicians, other healthcare professionals via global computer network.	ADVP Management, L.P.	Renewal Due: 04/01/2009
CME DIRECT	76386645	2782859	November 11, 2003	REGISTERED	CME Direct®	Educational svcs: provide interactive source of instruction in healthcare, medical, pharmaceutical field for physicians, other healthcare professionals via global computer network, other electronic media.	ADVP Management, L.P.	Renewal Due: 11/11/2009
i (design)	75851543	2764615	September 16, 2003	REGISTERED		Computer services: provide info in fields of health, medicine via website on global computer networks. Provide online electronic database on global computer networks in fields of health, medicines, pharmaceuticals, medical devices. Maintain records for others concerning purchase of pharmaceuticals, medicines, medical devices.	ADVP Management, L.P.	Renewal Due: 09/16/2009

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TRADEMARKS
ADVP MANAGEMENT, L.P.

Word Mark	Serial Number	Reg. Number	Reg. Date (or file date, if pending)	Status	How to Use	Goods and Services	Owner	Next Action (if known)
1 (design)	75851544	2656885	December 3, 2002	REGISTERED		Computer hardware, software, peripherals for patient, prescription data management, writing, transmitting, filling prescriptions. Performing drug-use evaluations, checking formulary compliance, transmitting, viewing healthcare info, capturing charges, ordering lab/other medical services for use in sale of pharmaceuticals, medicines, medical devices.	ADVP Management, L.P.	Renewal Due: 12/03/2008
1 SCRIBE (design)	75851542	2740672	July 22, 2003	REGISTERED		Computer svcs. providing info: health, medicine via website on global computer networks. Provide online electronic database on global computer networks: health, pharmaceuticals, medicines, medical devices. Maintaining records for others concerning purchases of pharmaceuticals, medicines, medical devices.	ADVP Management, L.P.	Renewal Due: 07/22/2009
1 SCRIBE	75752178	2767055	September 23, 2003	REGISTERED	ISCRIBE®	Computer svcs. providing info: health, medicine via website on global computer networks. Provide online electronic database on global computer networks: health, pharmaceuticals, medicines, medical devices. Maintaining records for others concerning purchases of pharmaceuticals, medicines, medical devices.	ADVP Management, L.P.	Renewal Due: 09/23/2009
1 SCRIBE	75751162	2656846	December 3, 2002	REGISTERED	ISCRIBE®	Computer hardware, software, peripherals for patient, prescription data management, writing, transmitting, filling prescriptions. Performing drug-use evaluations, checking formulary compliance, transmitting, viewing healthcare info, capturing charges, ordering lab/other medical svcs for use in sale of pharmaceuticals, medicines, medical devices.	ADVP Management, L.P.	Renewal Due: 12/03/2008

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REEL: 003883 FRAME: 0024

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ADVP MANAGEMENT, L.P.

Word Mark	Serial Number	Reg. Number	Reg. Date (or file date, if pending)	Status	How to Use	Goods and Services	Owner	Next Action (if known)
LYSO DELIVERY	76529449		Filed: July 15, 2003	PENDING MARK	LysoDelivery [®]	Wholesale distributorships, retail pharmacy services in the field of pharmaceutical, biotechnological products used in enzyme replacement therapy for hospitals, pharmacies, physicians, home care providers, patients. Business administration, management, coordination of procurement, distribution of pharmaceuticals, biotechnological products, home healthcare services for patients undergoing enzyme replacement therapy. Providing medical info, pharmacy, medical treatment counseling for patients undergoing enzyme replacement therapy.	ADVP Management, L.P.	Pending
MATURE RX	75195669	2265664	July 27, 1999	REGISTERED	MATURE[®]RX	Administration of pharmaceutical prescription reimbursement programs.	ADVP Management, L.P.	Renewal Due: 07/27/2009
MATURE RX PLUS (stylized)	75734632	2657588	December 10, 2002	REGISTERED	MATURE[®]RX PLUS	Administration of pharmaceutical prescription reimbursement programs.	ADVP Management, L.P.	Renewal Due: 12/10/2008
PERFORMANCE RX	75231665	2112484	November 11, 1997	REGISTERED	Performance Rx [®]	Provide drug utilization review svcs. Cost management; for benefit plans of others. Administration of pharmaceutical prescription reimbursement programs. Provide drug utilization review svcs. Cost management, administration of drug utilization review program for health plan providers. Research, evaluate, report trends for health plan sponsors. Computer prescription drug, drug benefit cos., usage, svcs; provide computer data base featuring prescription drug, drug benefit cost usage, trends for health plan sponsors.	ADVP Management, L.P.	Renewal Due: 11/11/2017
PERFORMANCE SCRIPT	75313011	2208393	December 8, 1998	REGISTERED	Performance Script [®]	Business svcs, namely, statistical tracking of distribution, usage of prescription drug samples for pharmaceutical manufacturers.	ADVP Management, L.P.	Renewal Due: 12/08/2008

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REEL: 003883 FRAME: 0025

TRADEMARKS
ADVP MANAGEMENT, L.P.

Word Mark	Serial Number	Reg. Number	Reg. Date (or file date, if pending)	Status	How to Use	Goods and Services	Owner	Next Action (if known)
PRESCRIBER SOURCE	76976340	2949345	May 10, 2005	REGISTERED	Prescriber Source®	Printed materials: newsletters, brochures in the field of pharmaceuticals: sale of pharmaceuticals, pharmaceutical research, clinical review of the safety, efficacy of pharmaceuticals.	ADVP Management, L.P.	Renewal Due: 05/10/2011
RX PIPELINE INSIDER	76362248	2820273	March 2, 2004	REGISTERED	RxPipeline Insider®	Providing info to health benefit plans, employers, pharmaceutical companies, financial brokers, investment bankers, others regarding pharmaceutical product development, pharmaceutical regulatory issues via a global computer network.	ADVP Management, L.P.	Renewal Due: 03/02/2010
RX REVIEW	75241643	2174075	July 14, 1998	REGISTERED	Rx Review®	Providing drug utilization review services.	ADVP Management, L.P.	Renewal Due: 07/14/2008
RX REVIEW	76552631	2951011	May 17, 2005	REGISTERED	Rx Review®	Providing drug utilization review services.	ADVP Management, L.P.	Renewal Due: 05/17/2011
RX VIEWPOINTS	75395042	2261625	July 13, 1999	REGISTERED	Rx Viewpoints®	Publications in the field of pharmacotherapeutics: newsletters.	ADVP Management, L.P.	Renewal Due: 07/13/2009

Word Mark	Serial Number	Reg. Number	Reg. Date	Type of Mark	How to Use	Goods and Services	Owner	Status - Next Action (if known)
CAREMARK RX	75798145	2646276	November 5, 2002	REGISTERED TRADEMARK	CAREMARK ®	Therapeutic pharmaceutical svcs. Pharmaceutical advice/disease management svcs. Pharmacy benefit management svcs. Retail pharmacy svcs, mail order pharmaceuticals. Specialty pharmaceutical distributorship svcs. Claims processing pharmaceutical benefits. Pharmaceutical cost management for health care benefit plans of others. Pharmaceutical utilization svcs. Prescription drug formulary management svcs. Administration of pharmaceutical reimbursement collection programs for others.	Caremark Rx, Inc.	Registered -Renew Due: 11/05/2008